

CONSTRUCTION CONTRACTS

AWARDS

- 16. Award CC-1252-04/TLR – Removal/construction of Concrete Sidewalks, Curb Cut Ramps, Curbs and Gutter to Parthenon Construction, Orlando, (Primary), and Stage Door II, Inc., Apopka, (Secondary) (Estimated \$1,500,000.00 per year total).**

CC-1252-04/TLR will provide for all labor, materials, equipment, coordination, transportation and incidentals necessary for the removal and/or construction of concrete sidewalk, curb cut ramps, and curbs and gutters.

This project was publicly advertised and the County received five (5) responses. The Review Committee consisting of Jeff Thurman, Program Manager; Jimmie Beach, Program Manager; and Jose Perez, Lead Inspector, evaluated the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the contract to the two (2) lowest priced, responsive, responsible bidders, Parthenon Construction as primary and Stage Door II, as secondary. Each agreement will be effective for one year from the date of execution and at the option of the County may be renewed each year for two additional years (three year total).

Authorization for performance of services by the Contractor under this agreement shall be in the form of written work orders issued and executed by the County on an as-needed basis as long as the cumulative amount of the work order does not exceed budgetary constraints. The estimated annual amount will be \$1,500,000.00 per year for all County departments.

Public Works Department/Roads Division and Fiscal Services
Department/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreements as prepared by the County Attorney's Office.

B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: CC-1252-04/TLR

BID TITLE: Removal/Construction of Concrete Sidewalks, Curb Cut Ramps, Curbs & Gutter

PAGE: 1 of 2

OPENING DATE: December 01, 2004, 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Parthenon Construction Co. 105 W. 7 th St. Orlando, FL 32824 Mehdi Shayesteh, President 407 855-7559 Ph. 407 855-7759 Fx.	Stage Door II, Inc. 3208 Overland Road Apopka, FL 32703 Peter Piacenti, Pres. 407 578-2918 Ph. 407 578-2921 Fx.	American Persian Engineers & Constructors, Inc. 4436 Old Winter Garden Rd. Orlando, FL 32811 Majid Fouladi, Pres. 407 522-0530 Ph. 407 532-8332 Fx.
BID TOTAL	\$4,659,875.00	\$5,402,250.00	\$5,790,500.00
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Ye	Yes
Certificate of Nonsegregated Facilities	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET

BID NUMBER: CC-1252-04/TLR

BID TITLE: Removal/Construction of Concrete
Sidewalks, Curb Cut Ramps, Curbs
& Gutter

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 2 of 2

OPENING DATE: December 01, 2004, 2:00 P.M.

ITEM DESCRIPTION	Response 4	Response 5	Response
	Gibbs & Register, Inc. 530 S. Main St. Winter Park, FL 34787 John W. Gibbs, Pres. 407 654-6133 Ph. 407 654-6134 Fx.	CEM Enterprises Inc. 1757 Benbow Ct. Apopka, FL 32703 Charles Meeks, Pres. 407 884-9148 Ph. 407 884-2972 Fx.	
BID TOTAL	\$6,000,750.00	\$11,505,000.00	
Bid Bond	Yes	Yes	
Trench Safety Act	Yes	Yes	
Bidder Information Form	Yes	Yes	
Experience of Bidder	Yes	Yes	
Non-Collusion Affidavit	Yes	Yes	
Certificate of Nonsegregated Facilities	Yes	Yes	
American w/Disabilities Affidavit	Yes	Yes	

Open & Tabulated by: *T. Roberts, CPPB* Posted: 12/03/2004

Recommendation: Primary - Parthenon Construction and Secondary - Stage Door, - BCC 1/11/2005 Posted: 12/14/04

AGREEMENT (CC-1252-04/TLR)
REMOVAL/CONSTRUCTION OF CONCRETE SIDEWALK, CURB CUT RAMPS, CURB AND
GUTTER THROUGHOUT SEMINOLE COUNTY

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between the Primary Contractor, **PARTHENON CONSTRUCTION CO.**, duly authorized to conduct business in the State of Florida, whose address is 105 W. 7th Street, Orlando, Florida 32824, hereinafter called the "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Services. The COUNTY does hereby retain the CONTRACTOR to furnish removal/construction of concrete sidewalk, curb cut ramps, curb and gutter in accordance with Project No. CC-1252-04/TLR. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date.

Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that; the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by the CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the rate schedule attached as Exhibit "B". The total

amount of compensation paid to all CONTRACTORS under CC-1252-04/TLR shall not exceed the sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) per year.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Drawer Q
Sanford, Florida 32772-0869

A duplicate copy of the invoice shall be sent to:

Public Works/Road Operations
177 Bush Loop
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

Section 6. Contractor's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, weather, Chapter 220, Part 1, "Purchasing Code", Seminole County Code, and with all local conditions and Federal, State and local laws, utility locations, ordinances,

rules, policies and regulations that in any manner may affect cost, progress or performance of the Contract.

(b) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

Section 7. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement including Work Orders.
- (b) Addenda.

- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.
- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial)
- (v) CONTRACTOR's Waiver of Lien (Final and Complete)
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (x) Consent of Surety To Final Payment
- (y) Instructions To Bidders
- (z) Contractor's Insurance Requirements, Certificate and Insurance Policies

There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 8. Miscellaneous.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 9. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific

consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 10. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR SEMINOLE COUNTY:

Public Works/Road Operations
177 Bush Loop
Sanford, Florida 32773

FOR CONTRACTOR:

CONTRACTOR's Superintendent
Parthenon Construction Co.
105 W. 7th Street
Orlando, Florida 32824

Section 11. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10 (F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 12. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by PROJECT MANAGER, the PROJECT MANAGER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by PROJECT MANAGER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents

related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice

of termination to the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

PARTHENON CONSTRUCTION CO.

Witness

By: _____
MEHDI SHAYESTEK, President

Witness

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
12/17/04
cc-1252-Primary

Attachments:

- Exhibit "A" - Sample Work Order
- Exhibit "B" - Rate Schedule
- Exhibit "C" - Scope of Services

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: CC-1252-04/TLR Dated: _____
Contract Title: Removal/Construction of Concrete Sidewalk, Ramps, Curb and Gutters
Project Title: _____

CONTRACTOR: Parthenon Construction Co.

ATTACHMENTS TO THIS WORK ORDER:

☐ drawings/plans/specifications
☐ scope of services

☐ special conditions
☐ _____

CONTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (____) calendar days after the date when the Work Order time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within (____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

PATHENON CONSTRUCTION CO.

_____, Secretary
(CORPORATE SEAL)

By: _____
MEHDI SHAYESTEH, President
Date: _____

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (Original Contract Price). The CONTRACTOR's total compensation is DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.
 - (iv) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
 - ii. The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the with the work of the COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) CONTRACTOR shall submit applications for payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold retainage to secure completion of the Work in an amount equal to the product of the number of Days after the 31st Day following the Date of Commencement of Contract Time liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
- (iii) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY's discretion be withheld from subsequent Progress payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not competed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, _____ (\$ _____) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work in not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set froth above.
- (ii) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR;s failure in meeting either or both the Substantial Completion and Final Completion dates.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OFPROJECT: Removal/Construction of Concrete Sidewalk,
Curb Cut Ramps, Curbs and GutterCOUNTY CONTRACT NO. CC-1252-04/TLRName of Bidder: PARTHENON CONSTRUCTION COMPANYMailing Address: SAME AS STREET ADDRESSStreet Address: 105 W. 7th StreetCity/State/Zip: Orlando, Florida 32824Phone Number: (407) 855.7559FAX Number: (407) 855. 7759Contractor License Number: CGC-061105E-Mail Address: parthenon@peoplepc.com

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. N/A through _____, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY by purchase.

BID FORM

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: \$ 4,659,875.00
 From page 00100-7 (Lots I & II) Numbers

FOUR MILLION, SIX HUNDRED & FIFTY NINE THOUSAND, EIGHT
HUNDRED & SEVENTY FIVE + 00
 (IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.
 Section 00150 - Trench Safety Act Form
 Section 00160 - Bidder Information Forms
 Section 00300 - Non-Collusion Affidavit of Bidder Form
 Section 00310 - Certification of Nonsegregated Facilities Form
 Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 1st day of December, 2004.

PARTHENON CONSTRUCTION COMPANY
(Name of BIDDER)

(Signature of person signing this BID FORM)

Mehdi Shayesteh
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS BID BOND

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

Award of this contract will be based on the **TOTAL AMOUNT** of the **BID**.
BIDDERS shall bid on all items to be considered responsive.

BID FORM

ITEM	DESCRIPTION	Estimated Annual Quantities	Unit Price	Extended Line Item Price
Lot I	Removal & Replacement			
1	4 Inch Concrete Sidewalk/Slab, Removal & Replacement			
1a	10 sq. yds and under	4,500 sq. yds.	\$49.50 per S.Y.	\$222,750.00
1b	10.1 to 50 sq. yds.	6,000 sq. yds.	\$49.50 per S.Y.	\$297,000.00
1c	Over 50 sq. yds.	18,000 sq. yds.	\$40.50 per S.Y.	\$729,000.00
		Total Item 1		\$1,248,750.00
2	6 Inch Concrete Sidewalk, Driveway or Slab, Removal & Replacement			
2a	10 sq. yds and under	3,500 sq. yds.	\$58.50 per S.Y.	\$204,750.00
2b	10.1 to 50 sq. yds.	6,000 sq. yds.	\$58.50 per S.Y.	\$351,000.00
2c	Over 50 sq. yds.	12,000 sq. yds.	\$54.00 per S.Y.	\$648,000.00
		Total Item 2		\$1,203,750.00
3	Standard FDOT Type "F" Concrete Curb and Gutter			
3a	Up to 10 lineal feet	1,000 L.F.	\$15.00 per Lf	\$15,000.00
3b	10.1 to 50 lineal feet	2,500 L.F.	\$15.00 per Lf	\$37,500.00
3c	Over 50 lineal feet	3,500 L.F.	\$14.00 per Lf	\$49,000.00
		Total Item 3		\$101,500.00

PARTHENON CONSTRUCTION COMPANY

Company Name

ITEM	DESCRIPTION	Estimated Annual Quantities	Unit Price	Extended Line Item Price
4	Standard FDOT Type "D" Concrete Curb and Gutter			
4a	Up to 10 lineal feet	1,000 L.F.	\$15.00 per Lf	\$ 15,000.00
4b	10.1 to 50 lineal feet	2,500 L.F.	\$15.00 per Lf	\$ 37,500.00
4c	Over 50 lineal feet	3,500 L.F.	\$14.00 per Lf	\$ 49,000.00
		Total Item 4		\$ 101,500.00
5	Miami (FDOT "Drop") Curb			
5a	Up to 10 lineal feet	1,000 L.F.	\$15.00 per Lf	\$ 15,000.00
5b	10.1 to 50 lineal feet	2,500 L.F.	\$15.00 per Lf	\$ 37,500.00
5c	Over 50 lineal feet	3,500 L.F.	\$14.00 per Lf	\$ 49,000.00
		Total Item 5		\$ 101,500.00
6	Curb cut ramps(FDOT index 304)			
6a	Up to 2 ramps	150 each	\$500.00 each	\$ 75,000.00
6b	2 to 4 ramps	200 each	\$400.00 each	\$ 80,000.00
6c	Over 4 ramps	350 each	\$300.00 each	\$ 105,000.00
		Total Item 6		\$ 260,000.00
7	Sod – Pensacola Bahia			
7a	0-20 sq. yds.	500 sq. yds.	\$11.25 per S.Y.	\$ 5,625.00
7b	Over 20 sq. yds.	750 sq. yds.	\$11.25 per S.Y.	\$ 8,437.50
		Total Item 7		\$ 14,062.50
8	Sod – St. Augustine			
8a	0-20 sq. yds.	500 sq. yds.	\$13.50per S.Y.	\$ 6,750.00
8b	Over 20 sq. yds.	750 sq. yds.	\$13.50 per S.Y.	\$ 10,125.00
		Total Item 8		\$ 16,875.00
Total Lot I				\$ 3,047,937.50

PARTHENON CONSTRUCTION COMPANY

Company Name

ITEM	DESCRIPTION	Estimated Annual Quantities	Unit Price	Extended Line Item Price
Lot II	New Installation			
1	4 Inch New Installation Concrete Sidewalk/Slab			
1a	10 sq. yds and under	1,500 sq. yds.	\$45.00 per S.Y.	\$ 67,500.00
1b	10.1 to 50 sq. yds.	3,000 sq. yds.	\$45.00 per S.Y.	\$ 135,000.00
1c	Over 50 sq. yds.	8,000 sq. yds.	\$36.00 per S.Y.	\$ 288,000.00
		Total Item 1		\$ 490,500.00
2	6 Inch New Installation Concrete Sidewalk, Driveway or Slab			
2a	10 sq. yds and under	1,500 sq. yds.	\$54.00 per S.Y.	\$ 81,000.00
2b	10.1 to 50 sq. yds.	3,000 sq. yds.	\$54.00 per S.Y.	\$ 162,000.00
2c	Over 50 sq. yds.	8,000 sq. yds.	\$45.00 per S.Y.	\$ 360,000.00
		Total Item 2		\$ 603,000.00
3	Standard FDOT Type "F" Concrete Curb and Gutter			
3a	Up to 10 lineal feet	1,000 L.F.	\$15.00 per Lf	\$ 15,000.00
3b	10.1 to 50 lineal feet	1,500 L.F.	\$15.00 per Lf	\$ 22,500.00
3c	Over 50 lineal feet	2,500 L.F.	\$14.00 per Lf	\$ 35,000.00
		Total Item 3		\$ 72,500.00
4	Standard FDOT Type "D" Concrete Curb and Gutter			
4a	Up to 10 lineal feet	1,000 L.F.	\$15.00 per Lf	\$ 15,000.00
4b	10.1 to 50 lineal feet	1,500 L.F.	\$15.00 per Lf	\$ 22,500.00
4c	Over 50 lineal feet	2,500 L.F.	\$14.00 per Lf	\$ 35,000.00
		Total Item 4		\$ 72,500.00

PARTHENON CONSTRUCTION COMPANY

Company Name

ITEM	DESCRIPTION	Estimated Annual Quantities	Unit Price	Extended Line Item Price
5	Miami (FDOT "Drop") Curb			
5a	Up to 10 lineal feet	1,000 L.F.	\$15.00 per Lf	\$15,000.00
5b	10.1 to 50 lineal feet	1,500 L.F.	\$15.00 per Lf	\$22,500.00
5c	Over 50 lineal feet	2,500 L.F.	\$14.00 per Lf	\$35,000.00
		Total Item 5		\$72,500.00
6	Curb cut ramps (FDOT index 304)			
6a	Up to 2 ramps	150 each	\$500.00 each	\$75,000.00
6b	2 to 4 ramps	200 each	\$350.00 each	\$70,000.00
6c	Over 4 ramps	350 each	\$300.00 each	\$105,000.00
		Total Item 6		\$250,000.00
7	Excavating and or Adding Fill for New Installation of Sidewalk in Excess of 6" Per Job Grouping			
7a	1 c.y. to 15 c.y.	100 C.Y.	\$100.0 per C.Y.	\$10,000.00
7b	16 c.y. or Greater	100 C.Y.	\$100.0 per C.Y.	\$10,000.00
		Total Item 7		\$20,000.00
8	Sod - Pensacola Bahia			
8a	0-20 sq. yds.	500 sq. yds.	\$11.25 per S.Y.	\$5,625.00
8b	Over 20 sq. yds.	750 sq. yds.	\$11.25 per S.Y.	\$8,437.50
		Total Item 8		\$14,062.50
9	Sod - St. Augustine			
9a	0-20 sq. yds.	500 sq. yds.	\$13.50 per S.Y.	\$6,750.00
9b	Over 20 sq. yds.	750 sq. yds.	\$13.50 per S.Y.	\$10,125.00
		Total Item 9		\$16,875.00
Total Lot II				\$1,411,937.50
TOTAL AMOUNT OF BID (Lots I & II) (Carry this amount to page 00100-2)				\$4,659,875.00

PARTHENON CONSTRUCTION COMPANY

Company Name

TECHNICAL SPECIFICATIONS**SCOPE OF SERVICES**

**Removal/Construction of Concrete Sidewalk, Curb Cut Ramps,
Curb and Gutter, within Various Areas of Seminole County**

1. Description:

The work specified in this section consists of a close geographical grouping of locations needing the removal and/or construction of concrete sidewalk, curb cut ramps, curb and gutter in accordance with these specifications and in conformity with the lines, grades, dimensions and notes provided in the plans or as designated by the Seminole County Contract Manager, Road Operations. The intention of Seminole County is to group the work locations within the same neighborhood, subdivision or small area and the cumulative total of each area will determine unit price.

An inspection of the counties sidewalk network is highly recommended prior to bid submittal to better understand deficiencies and deflections caused by tree root intrusion.

- CONTRACTOR must provide County approved door hangers.
- The CONTRACTOR shall notify all affected residents of proposed work a minimum of seven (7) calendar days prior to start of work using a county approved door hanger.
- CONTRACTOR must maintain a log of door hanger distribution by road, address, and date hanger was placed.
- CONTRACTOR to supply County's Representative an electronic copy of the log monthly.

2. Materials:

2.1 Concrete: All work under this section shall be concrete that will have a minimum strength of 2,500 psi in twenty-eight (28) days. The CONTRACTOR shall assume all risk when placing concrete under extreme weather conditions and permission to place concrete will in no way relieve the CONTRACTOR of the responsibility of satisfactory results.

2.2 Reinforcement: Where plans call for steel reinforcement to be placed in the sidewalk it shall conform to the plans, if applicable, or adhere to the most recent version of the FDOT Standard Indexes.

3. Forms:

Forms for this work shall be made of either wood or metal and shall have a depth equal to the plan dimensions for the depth of concrete being deposited against them. They shall be straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line

and grade. Forms shall be cleaned each time they are used and shall be oiled or saturated with water prior to placing the concrete. Forms for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 520-3.

4. Foundation:

Expansion or fill shall be made to the required grade, and the foundation material upon which the sidewalk is to be set shall be compacted to a firm even surface, true to grade and cross section, and shall be moist at the time the concrete is placed. Many sidewalk replacements are caused by tree root intrusion. Foundation shall be free from all obstructions such as tree roots, which may hamper the final outcome of the project. Foundation for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 522-4.

5. Joints:

Expansion joints: Expansion joints between the sidewalk and the curb or driveway or at fixed objects and sidewalk intersections shall be ½ inch joints, formed with a preformed joint filler.

Contraction joints: Contraction joints may be of the open type or may be sawed. Open type contraction joints shall be formed by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After the sidewalk has been finished over the joint, the slot shall be edged with a tool having a ½ inch radius.

Sawed joints: If the CONTRACTOR elects to saw the contraction joints, a slot approximately 3/16-inch wide and not less than 1 ½ inches deep shall be cut with a concrete saw after the concrete has set, and within the following periods of time.

Joints at not more than thirty-foot (30-foot) intervals-within twelve hours after finishing.

Remaining joints-within 96 hours after finishing.

Expansion and Contraction joints for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 522-5.

6. Placing:

The concrete shall be placed in the forms and tamped and spaded to prevent honeycomb and until the top of the structure can be floated smooth and the edges rounded to the radius of the adjacent concrete or as shown in the plans. The placing of concrete for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 520-5.

7. **Finishing:**

Screeding: The concrete shall be struck-off by means of a wood or metal screed, used perpendicular to the forms, in order to obtain the required grade and remove surplus water and laitance.

Surface requirements: The concrete shall be given a broom finish. The surface variations shall not be more than 1/4 inch under a ten-foot (10-foot) straightedge, nor more than 1/8 inch on a five-foot (5-foot) transverse section. The edge of the sidewalk shall be carefully finished with an edging tool having a radius that shall match the existing sidewalk.

A tine finish by an approved hand method shall be applied to curb cut ramps in lieu of a broom finish.

The tine finish shall consist of transverse grooves which are 0.03 to 0.12 inch in width and 0.10 to 0.15 inch in depth, spaced at approximately 0.5 inch center to center.

Screeding and surface requirements for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 522-7

8. **Curing:**

The concrete shall be cured for 72 hours by a method approved by the Contract Manager, Road Operations and specified within Florida Department of Transportation Standard Specifications for Road and Bridge Section "520-8 Curing". Curing requirements for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 520-8.

9. **Clean-up:**

Upon completion of work, and before final payment is made, the CONTRACTOR shall remove from the job site any surplus or discarded materials or rubbish and shall restore the job site area to a condition acceptable to the Road Operations & Stormwater Division. Unless otherwise specified in writing by the Contract Manager, Road Operations, the disposal of all debris shall be the sole responsibility of the CONTRACTOR. The Road Operations & Stormwater Division reserves the right to retain the concrete rubble at a site within Seminole County, designated by the Contract Manager, Road Operations. This rubble will be delivered at the CONTRACTOR's expense and stockpiled.

10. **Sod:**

Sod shall match type existing prior to construction. The quality and maintenance of said sod shall be in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction Section 575.

11. **Method of Measurement:**

Sidewalk and other concrete flatwork: The method of measurement for concrete sidewalk and other concrete flatwork shall be in square yards. Areas occupied

by ornamental trees manholes, inlets or other drainage structures or by public utility appurtenances left within the sidewalk will be included in the area calculated for payment. The intention of Seminole County is to group the work locations within the same neighborhood, subdivision or small area and the cumulative total of each area will determine unit price. The method of measurement shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section.522-9.

Concrete curb: The method of measurement for concrete curbing shall be **lineal foot**. The method of measurement shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 520-11.

Curb Cut ramps: The method of measurement for curb cut ramps shall be **each ramp**. The method of measurement for new curb ramp construction shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Sections 520-11, for parent curb, and 522-9 for sidewalk concrete.

Sod: The method of measurement for sod shall be **square yard**. The method of measurement shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 575-4.

Curb Replacement: If damage occurs to the asphalt roadway when replacing curb, it will be the responsibility of the CONTRACTOR to make repairs at no extra charge to the county. Method of repairs and type of asphalt will be at the discretion of the County's Representative.

12. Maintenance of Traffic:

The CONTRACTOR will furnish all Maintenance of Traffic requirements, compliant to Section 600 of the most recent edition of the Florida Department of Transportation Roadway and Traffic Design Standards. In the event of lane closures the CONTRACTOR shall submit maintenance of traffic designs to county staff as designated by the Contract Manager, Road Operations.

13. New Sidewalk Installation:

The work specified in this section consists of installation of new concrete sidewalks in accordance with the specifications above and in conformity with the lines, grades, dimensions and notes shown in the plans or as designated by the Seminole County Contract Manager, Road Operations. The intention of Seminole County is to group the work locations within the same neighborhood, sub-division or small area and the cumulative total of each area will determine unit price. Bid price should not reflect the removal of existing sidewalk. Excavating and/or Adding Fill up to 6" will be considered routine sidewalk installation.

14. **Underground Utility Locates:**

CONTRACTOR shall request and submit locate ticket numbers from Sunshine State One Call of Florida for utility locates. All existing utility locates within excavation parameters shall be exposed and verified prior to work commencement. Failure to comply with these requirements will result in immediate stoppage of work until requirements are met.

15. **Protection of Property:**

CONTRACTOR or Sub-CONTRACTOR is responsible for all damage to trees, homes, and structures, utilities, sidewalks, irrigation systems, streets and any other damage caused as a result of the activities at the project site. CONTRACTOR or Sub-CONTRACTOR is fully responsible for the project area from the date of commencement until the project had been inspected and approved by the Contract Manager, Road Operations.

AGREEMENT (CC-1252-04/TLR)
REMOVAL/CONSTRUCTION OF CONCRETE SIDEWALK, CURB CUT RAMPS, CURB AND
GUTTER THROUGHOUT SEMINOLE COUNTY

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between the Secondary Contractor, **STAGE DOOR II, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3208 Overland Road, Apopka, Florida 32703, hereinafter called the "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Services. The COUNTY does hereby retain the CONTRACTOR to furnish removal/construction of concrete sidewalk, curb cut ramps, curb and gutter in accordance with Project No. CC-1252-04/TLR. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date.

Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that; the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by the CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the rate schedule attached as Exhibit "B". The total

amount of compensation paid to all CONTRACTORS under CC-1252-04/TLR shall not exceed the sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) per year.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Drawer Q
Sanford, Florida 32772-0869

A duplicate copy of the invoice shall be sent to:

Public Works/Road Operations
177 Bush Loop
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30)days of receipt of a proper invoice from the CONTRACTOR.

Section 6. Contractor's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, weather, Chapter 220, Part 1, "Purchasing Code", Seminole County Code, and with all local conditions and Federal, State and local laws, utility locations, ordinances,

rules, policies and regulations that in any manner may affect cost, progress or performance of the Contract.

(b) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

Section 7. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement including Work Orders.
- (b) Addenda.

- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.
- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial)
- (v) CONTRACTOR's Waiver of Lien (Final and Complete)
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (x) Consent of Surety To Final Payment
- (y) Instructions To Bidders
- (z) Contractor's Insurance Requirements, Certificate and Insurance Policies

There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 8. Miscellaneous.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 9. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific

consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 10. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR SEMINOLE COUNTY:

Public Works/Road Operations
177 Bush Loop
Sanford, Florida 32773

FOR CONTRACTOR:

CONTRACTOR's Superintendent
Stage Door II, Inc.
3208 Overland Road
Apopka, Florida 32703

Section 11. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10 (F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 12. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by PROJECT MANAGER, the PROJECT MANAGER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by PROJECT MANAGER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents

related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice

of termination to the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

STAGE DOOR II, INC.

By: _____
PETER PIACINTI, President

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
12/17/04
cc-1252-Secondary

Attachments:

Exhibit "A" - Sample Work Order
Exhibit "B" - Rate Schedule
Exhibit "C" - Scope of Services

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: CC-1252-04/TLR Dated: _____
 Contract Title: Removal/Construction of Concrete Sidewalk, Ramps, Curb and Gutters
 Project Title: _____

CONTRACTOR: Stage Door II, Inc.

ATTACHMENTS TO THIS WORK ORDER:

☐ drawings/plans/specifications
☐ scope of services

☐ special conditions
☐ _____

COTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (____) calendar days after the date when the Work Order time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within (____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

STAGE DOOR II, INC.

_____, Secretary
 (CORPORATE SEAL)

By: _____
 PETER PIACENTI, President
 Date: _____

BOARD OF COUNTY COMMISSIONERS
 SEMINOLE COUNTY, FLORIDA

WITNESSES:

 (Contracts Analyst, print name)

By: _____
 Peter W. Maley, Contracts Supervisor

Date: _____

 (Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
 County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (Original Contract Price). The CONTRACTOR's total compensation is DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law licensing, and permitting requirements; (3) the Project site conditions, including but not limited to , subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.
 - (iv) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
 - ii. The CONTRACTOR acknowledges hat CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the with the work of the COUNTY wit hits own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) CONTRACTOR shall submit applications for payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold retainage to secure completion of the Work in an amount equal to the product of the number of Days after the 31st Day following the Date of Commencement of Contract Time liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
- (iii) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY's discretion be withheld from subsequent Progress payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not competed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, _____ (\$ _____) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work in not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set froth above.
- (ii) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR;s failure in meeting either or both the Substantial Completion and Final Completion dates.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OFPROJECT: Removal/Construction of Concrete Sidewalk,
Curb Cut Ramps, Curbs and GutterCOUNTY CONTRACT NO. CC-1252-04/TLRName of Bidder: STAGE DOOR II, INC.Mailing Address: 3208 OVERLAND ROADStreet Address: 3208 OVERLAND ROADCity/State/Zip: APOPKA, FL 32703Phone Number: (407) 578-2918FAX Number: (407) 578-2921Contractor License Number: CUC049484 + CBC057849 + QB0006598E-Mail Address: STAGEDOORTWO@YAHOO.COM

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY by purchase.

BID FORM

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: \$5,402,250.00
 From page 00100-7 (Lots I & II) Numbers
FIVE MILLION FOUR HUNDRED TWO THOUSAND TWO
HUNDRED FIFTY AND NO/100 ~~~~~
 (IN WORDS)


1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.
 Section 00150 - Trench Safety Act Form
 Section 00160 - Bidder Information Forms
 Section 00300 - Non-Collusion Affidavit of Bidder Form
 Section 00310 - Certification of Nonsegregated Facilities Form
 Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 1st day of DECEMBER, 2004.

STAGE DOOR II, INC.
(Name of BIDDER)


(Signature of person signing this BID FORM)

PETER V. PIACENTI
(Printed name of person signing this BID FORM)

PRESIDENT
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS BIDDERS BOND

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

Award of this contract will be based on the TOTAL AMOUNT of the BID.
 BIDDERS shall bid on all items to be considered responsive.

BID FORM

ITEM	DESCRIPTION	Estimated Annual Quantities	Unit Price	Extended Line Item Price
Lot 1	Removal & Replacement			
1	4 Inch Concrete Sidewalk/Slab, Removal & Replacement			
1a	10 sq. yds and under	4,500 sq. yds.	\$60.75 per S.Y.	\$ 273,375.00
1b	10.1 to 50 sq. yds.	6,000 sq. yds.	\$60.75 per S.Y.	\$ 364,500.00
1c	Over 50 sq. yds.	18,000 sq. yds.	\$60.75 per S.Y.	\$ 1,093,500.00
		Total Item 1		\$ 1,731,375.00
2	6 Inch Concrete Sidewalk, Driveway or Slab, Removal & Replacement			
2a	10 sq. yds and under	3,500 sq. yds.	\$61.25 per S.Y.	\$ 214,375.00
2b	10.1 to 50 sq. yds.	6,000 sq. yds.	\$61.25 per S.Y.	\$ 367,500.00
2c	Over 50 sq. yds.	12,000 sq. yds.	\$61.25 per S.Y.	\$ 735,000.00
		Total Item 2		\$ 1,316,875.00
3	Standard FDOT Type "F" Concrete Curb and Gutter			
3a	Up to 10 lineal feet	1,000 L.F.	\$20.00 per Lf	\$ 20,000.00
3b	10.1 to 50 lineal feet	2,500 L.F.	\$20.00 per Lf	\$ 50,000.00
3c	Over 50 lineal feet	3,500 L.F.	\$20.00 per Lf	\$ 70,000.00
		Total Item 3		\$ 140,000.00

STAGE DOOR II, INC.

Company Name

ITEM	DESCRIPTION	Estimated Annual Quantities	Unit Price	Extended Line Item Price
4	Standard FDOT Type "D" Concrete Curb and Gutter			
4a	Up to 10 lineal feet	1,000 L.F.	\$ 20.00 per Lf	\$ 20,000.00
4b	10.1 to 50 lineal feet	2,500 L.F.	\$20.00 per Lf	\$ 50,000.00
4c	Over 50 lineal feet	3,500 L.F.	\$20.00 per Lf	\$ 70,000.00
		Total Item 4		\$ 140,000.00
5	Miami (FDOT "Drop") Curb			
5a	Up to 10 lineal feet	1,000 L.F.	\$ 20.00 per Lf	\$ 20,000.00
5b	10.1 to 50 lineal feet	2,500 L.F.	\$ 15.00 per Lf	\$ 37,500.00
5c	Over 50 lineal feet	3,500 L.F.	\$ 13.00 per Lf	\$ 45,500.00
		Total Item 5		\$ 103,000.00
6	Curb cut ramps(FDOT index 304)			
6a	Up to 2 ramps	150 each	\$ 600.00 each	\$ 90,000.00
6b	2 to 4 ramps	200 each	\$ 600.00 each	\$ 120,000.00
6c	Over 4 ramps	350 each	\$ 600.00 each	\$ 210,000.00
		Total Item 6		\$ 420,000.00
7	Sod - Pensacola Bahia			
7a	0-20 sq. yds.	500 sq. yds.	\$ 9.00 per S.Y.	\$ 4,500.00
7b	Over 20 sq. yds.	750 sq. yds.	\$ 7.00 per S.Y.	\$ 5,250.00
		Total Item 7		\$ 9,750.00
8	Sod - St. Augustine			
8a	0-20 sq. yds.	500 sq. yds.	\$ 11.00 per S.Y.	\$ 5,500.00
8b	Over 20 sq. yds.	750 sq. yds.	\$ 9.00 per S.Y.	\$ 6,750.00
		Total Item 8		\$ 12,250.00
Total Lot I				\$ 3,873,250.00

STAGE DOOR II, INC.

Company Name

ITEM	DESCRIPTION	Estimated Annual Quantities	Unit Price	Extended Line Item Price
Lot II	New Installation			
1	4 Inch New Installation Concrete Sidewalk/Slab			
1a	10 sq. yds and under	1,500 sq. yds.	\$38.00 per S.Y.	\$ 57,000.00
1b	10.1 to 50 sq. yds.	3,000 sq. yds.	\$31.50 per S.Y.	\$ 94,500.00
1c	Over 50 sq. yds.	8,000 sq. yds.	\$31.50 per S.Y.	\$252,000.00
		Total Item 1		\$403,500.00
2	6 Inch New Installation Concrete Sidewalk, Driveway or Slab			
2a	10 sq. yds and under	1,500 sq. yds.	\$40.00 per S.Y.	\$ 60,000.00
2b	10.1 to 50 sq. yds.	3,000 sq. yds.	\$36.00 per S.Y.	\$ 108,000.00
2c	Over 50 sq. yds.	8,000 sq. yds.	\$36.00 per S.Y.	\$288,000.00
		Total Item 2		\$456,000.00
3	Standard FDOT Type "F" Concrete Curb and Gutter			
3a	Up to 10 lineal feet	1,000 L.F.	\$20.00 per Lf	\$ 20,000.00
3b	10.1 to 50 lineal feet	1,500 L.F.	\$15.00 per Lf	\$22,500.00
3c	Over 50 lineal feet	2,500 L.F.	\$13.00 per Lf	\$32,500.00
		Total Item 3		\$75,000.00
4	Standard FDOT Type "D" Concrete Curb and Gutter			
4a	Up to 10 lineal feet	1,000 L.F.	\$20.00 per Lf	\$ 20,000.00
4b	10.1 to 50 lineal feet	1,500 L.F.	\$15.00 per Lf	\$22,500.00
4c	Over 50 lineal feet	2,500 L.F.	\$13.00 per Lf	\$32,500.00
		Total Item 4		\$ 75,000.00

STAGE DOOR II, INC.

Company Name

ITEM	DESCRIPTION	Estimated Annual Quantities	Unit Price	Extended Line Item Price
5	Miami (FDOT "Drop") Curb			
5a	Up to 10 lineal feet	1,000 L.F.	\$20.00 per Lf	\$ 20,000.00
5b	10.1 to 50 lineal feet	1,500 L.F.	\$ 15.00 per Lf	\$ 22,500.00
5c	Over 50 lineal feet	2,500 L.F.	\$ 13.00 per Lf	\$ 32,500.00
		Total Item 5		\$ 75,000.00
6	Curb cut ramps (FDOT index 304)			
6a	Up to 2 ramps	150 each	\$ 600.00 each	\$ 90,000.00
6b	2 to 4 ramps	200 each	\$ 600.00 each	\$ 120,000.00
6c	Over 4 ramps	350 each	\$ 600.00 each	\$ 210,000.00
		Total Item 6		\$ 420,000.00
7	Excavating and or Adding Fill for New Installation of Sidewalk in Excess of 6' Per Job Grouping			
7a	1 c.y. to 15 c.y.	100 C.Y.	\$ 15.00 per C.Y.	\$ 1,500.00
7b	16 c.y or Greater	100 C.Y.	\$ 10.00 per C.Y.	\$ 1,000.00
		Total Item 7		\$ 2,500.00
8	Sod - Pensacola Bahia			
8a	0-20 sq. yds.	500 sq. yds.	\$ 9.00 per S.Y.	\$ 4,500.00
8b	Over 20 sq. yds.	750 sq. yds.	\$ 7.00 per S.Y.	\$ 5,250.00
		Total Item 8		\$ 9,750.00
9	Sod - St. Augustine			
9a	0-20 sq. yds.	500 sq. yds.	\$ 11.00 per S.Y.	\$ 5,500.00
9b	Over 20 sq. yds.	750 sq. yds.	\$ 9.00 per S.Y.	\$ 6,750.00
		Total Item 9		\$ 12,250.00
Total Lot II				\$1,529,000.00
TOTAL AMOUNT OF BID (Lots I & II) (Carry this amount to page 00100-2)				\$5,402,250.00

STAGE DOOR II, INC.

Company Name

TECHNICAL SPECIFICATIONS**SCOPE OF SERVICES**

**Removal/Construction of Concrete Sidewalk, Curb Cut Ramps,
Curb and Gutter, within Various Areas of Seminole County**

1. Description:

The work specified in this section consists of a close geographical grouping of locations needing the removal and/or construction of concrete sidewalk, curb cut ramps, curb and gutter in accordance with these specifications and in conformity with the lines, grades, dimensions and notes provided in the plans or as designated by the Seminole County Contract Manager, Road Operations. The intention of Seminole County is to group the work locations within the same neighborhood, subdivision or small area and the cumulative total of each area will determine unit price.

An inspection of the counties sidewalk network is highly recommended prior to bid submittal to better understand deficiencies and deflections caused by tree root intrusion.

- CONTRACTOR must provide County approved door hangers.
- The CONTRACTOR shall notify all affected residents of proposed work a minimum of seven (7) calendar days prior to start of work using a county approved door hanger.
- CONTRACTOR must maintain a log of door hanger distribution by road, address, and date hanger was placed.
- CONTRACTOR to supply County's Representative an electronic copy of the log monthly.

2. Materials:

2.1 Concrete: All work under this section shall be concrete that will have a minimum strength of 2,500 psi in twenty-eight (28) days. The CONTRACTOR shall assume all risk when placing concrete under extreme weather conditions and permission to place concrete will in no way relieve the CONTRACTOR of the responsibility of satisfactory results.

2.2 Reinforcement: Where plans call for steel reinforcement to be placed in the sidewalk it shall conform to the plans, if applicable, or adhere to the most recent version of the FDOT Standard Indexes.

3. Forms:

Forms for this work shall be made of either wood or metal and shall have a depth equal to the plan dimensions for the depth of concrete being deposited against them. They shall be straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line

and grade. Forms shall be cleaned each time they are used and shall be oiled or saturated with water prior to placing the concrete. Forms for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 520-3.

4. Foundation:

Expansion or fill shall be made to the required grade, and the foundation material upon which the sidewalk is to be set shall be compacted to a firm even surface, true to grade and cross section, and shall be moist at the time the concrete is placed. Many sidewalk replacements are caused by tree root intrusion. Foundation shall be free from all obstructions such as tree roots, which may hamper the final outcome of the project. Foundation for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 522-4.

5. Joints:

Expansion joints: Expansion joints between the sidewalk and the curb or driveway or at fixed objects and sidewalk intersections shall be ½ inch joints, formed with a preformed joint filler.

Contraction joints: Contraction joints may be of the open type or may be sawed. Open type contraction joints shall be formed by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After the sidewalk has been finished over the joint, the slot shall be edged with a tool having a ½ inch radius.

Sawed joints: If the CONTRACTOR elects to saw the contraction joints, a slot approximately 3/16-inch wide and not less than 1 ½ inches deep shall be cut with a concrete saw after the concrete has set, and within the following periods of time.

Joints at not more than thirty-foot (30-foot) intervals-within twelve hours after finishing.

Remaining joints-within 96 hours after finishing.

Expansion and Contraction joints for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 522-5.

6. Placing:

The concrete shall be placed in the forms and tamped and spaded to prevent honeycomb and until the top of the structure can be floated smooth and the edges rounded to the radius of the adjacent concrete or as shown in the plans. The placing of concrete for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 520-5.

7. **Finishing:**

Screeding: The concrete shall be struck-off by means of a wood or metal screed, used perpendicular to the forms, in order to obtain the required grade and remove surplus water and laitance.

Surface requirements: The concrete shall be given a broom finish. The surface variations shall not be more than ¼ inch under a ten-foot (10-foot) straightedge, nor more than 1/8 inch on a five-foot (5-foot) transverse section. The edge of the sidewalk shall be carefully finished with an edging tool having a radius that shall match the existing sidewalk.

A tine finish by an approved hand method shall be applied to curb cut ramps in lieu of a broom finish.

The tine finish shall consist of transverse grooves which are 0.03 to 0.12 inch in width and 0.10 to 0.15 inch in depth, spaced at approximately 0.5 inch center to center.

Screeding and surface requirements for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 522-7

8. **Curing:**

The concrete shall be cured for 72 hours by a method approved by the Contract Manager, Road Operations and specified within Florida Department of Transportation Standard Specifications for Road and Bridge Section "520-8 Curing". Curing requirements for this work shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 520-8.

9. **Clean-up:**

Upon completion of work, and before final payment is made, the CONTRACTOR shall remove from the job site any surplus or discarded materials or rubbish and shall restore the job site area to a condition acceptable to the Road Operations & Stormwater Division. Unless otherwise specified in writing by the Contract Manager, Road Operations, the disposal of all debris shall be the sole responsibility of the CONTRACTOR. The Road Operations & Stormwater Division reserves the right to retain the concrete rubble at a site within Seminole County, designated by the Contract Manager, Road Operations. This rubble will be delivered at the CONTRACTOR's expense and stockpiled.

10. **Sod:**

Sod shall match type existing prior to construction. The quality and maintenance of said sod shall be in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction Section 575.

11. **Method of Measurement:**

Sidewalk and other concrete flatwork: The method of measurement for concrete sidewalk and other concrete flatwork shall be in square yards. Areas occupied

by ornamental trees manholes, inlets or other drainage structures or by public utility appurtenances left within the sidewalk will be included in the area calculated for payment. The intention of Seminole County is to group the work locations within the same neighborhood, subdivision or small area and the cumulative total of each area will determine unit price. The method of measurement shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section.522-9.

Concrete curb: The method of measurement for concrete curbing shall be **lineal foot**. The method of measurement shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 520-11.

Curb Cut ramps: The method of measurement for curb cut ramps shall be **each ramp**. The method of measurement for new curb ramp construction shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Sections 520-11, for parent curb, and 522-9 for sidewalk concrete.

Sod: The method of measurement for sod shall be **square yard**. The method of measurement shall be in accordance with F.D.O.T. Standard Specifications for Road and Bridge Construction Section 575-4.

Curb Replacement: If damage occurs to the asphalt roadway when replacing curb, it will be the responsibility of the CONTRACTOR to make repairs at no extra charge to the county. Method of repairs and type of asphalt will be at the discretion of the County's Representative.

12. Maintenance of Traffic:

The CONTRACTOR will furnish all Maintenance of Traffic requirements, compliant to Section 600 of the most recent edition of the Florida Department of Transportation Roadway and Traffic Design Standards. In the event of lane closures the CONTRACTOR shall submit maintenance of traffic designs to county staff as designated by the Contract Manager, Road Operations.

13. New Sidewalk Installation:

The work specified in this section consists of installation of new concrete sidewalks in accordance with the specifications above and in conformity with the lines, grades, dimensions and notes shown in the plans or as designated by the Seminole County Contract Manager, Road Operations. The intention of Seminole County is to group the work locations within the same neighborhood, sub-division or small area and the cumulative total of each area will determine unit price. Bid price should not reflect the removal of existing sidewalk. Excavating and/or Adding Fill up to 6" will be considered routine sidewalk installation.

14. Underground Utility Locates:

CONTRACTOR shall request and submit locate ticket numbers from Sunshine State One Call of Florida for utility locates. All existing utility locates within excavation parameters shall be exposed and verified prior to work commencement. Failure to comply with these requirements will result in immediate stoppage of work until requirements are met.

15. Protection of Property:

CONTRACTOR or Sub-CONTRACTOR is responsible for all damage to trees, homes, and structures, utilities, sidewalks, irrigation systems, streets and any other damage caused as a result of the activities at the project site. CONTRACTOR or Sub-CONTRACTOR is fully responsible for the project area from the date of commencement until the project had been inspected and approved by the Contract Manager, Road Operations.